

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-13-65147

HUD# 07-14-0168-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MICHAEL L. MYERS

12450 Riverview Drive

Salida, CO 81201

MARSHA L. MYERS

12450 Riverview Drive

Salida, CO 81201

MYERS PROPERTY MANAGEMENT

846 Saint Annes Drive

Iowa City, Iowa 52245

COMPLAINANT

ANGELA WILLIAMS

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged on May 29, 2013, Respondents published an advertisement for a two-bedroom apartment for rent that stated, "Two people per unit," which indicates a preference, limitation, or discrimination based on familial status, the presence of minor children in the household. Respondents own and manage the subject property, a 12-unit apartment building, located at 128 West Side Drive, Iowa City, IA 52246.

According to a floor plan posted on the Myers Property Management's website the bedroom dimensions of each unit are 10' 8" x 14' 11" (159 sq. ft.), and 13' 2" x 11' 6" (159 sq. ft.). Per the City of Iowa City rental permit, the subject dwelling has a maximum unrelated occupancy of four. However, the maximum unrelated occupancy calculated for the rental permit is calculated based on number of bedrooms and parking and does not take into account the square footage of each room occupied for sleeping purposes. Based on the measurement of the bedrooms, the Commission believes the floor plan indicates a maximum occupancy of six for related occupants; three persons per sleeping room as calculated using the City of Iowa City's Minimum Structures Standards. The City of Iowa City's Minimum Structures Standards are 70 square feet for one occupant and at least 40 square feet for each additional occupant.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having

been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property

or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree Michael Myers, Marsha Myers, Stephanie Wilkinson, and each of Respondents' current employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising and refusal to rent due to familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Future Advertising

11. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no

longer state a preference for any particular type of tenant based on a personal characteristic. In addition, Respondents will not state an occupancy standard that is more restrictive than the local occupancy code or that described in the Keating Memo ("Fair Housing Enforcement—Occupancy Standards; Notice of Statement of Policy (the Keating Memo)," 42 U.S.C. 3535(d), 112 Stat. 2461), which details that an occupancy standard must be carefully examined "to determine whether it operates unreasonably to limit or exclude families with children."

For 12 months following the execution of this Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: "Families with children are welcome."

For 12 months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement with the above stated language to the Commission, within ten (10) days of distributing the advertisement.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge the statement, "Two people per unit," when maximum occupancy is six discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondents acknowledge making such a statement in the future will violate Federal and State Fair Housing Laws.

Families may not be restricted because of safety concerns. The safety of the children is the parents' responsibility, and the parents determine whether the unit is suitable for their family.

12. For 12 months following the execution of this Agreement, Respondents also agrees to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed) if requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the 12-month period stated above, within thirty (30) days of such request.

Demographics

13. On or before May 30, 2014, May 30, 2015, and May 30, 2016 Respondents agree to provide tenant data of all occupants at all their rental properties as of April 1, 2014, April 1, 2015, and April 1, 2016. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; and (3) the number of minor children (under the age of 18) living at each apartment.

Relief for Complainant

14. Within 90 days of their receipt of a Closing Letter from the Commission, Respondents agree to contact the City of Iowa City to get a copy of the City's rental code, and occupancy standards to determine the number of persons (related and unrelated) who can sleep in each bedroom, in each of Respondents' rental units, per the City's occupancy standards.

Respondents also agree to send documentation to the Commission, verifying the number of persons (related and unrelated) who can sleep in each rental unit per the City's occupancy standards, within 90 days of their receipt of a Closing Letter from the Commission

Reporting and Record-Keeping

15. Respondents shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement.

16. For 12 months following the execution of this Agreement, Respondents agree to send a copy of his first advertisement, with the language "Families with children are welcome," to the Commission, within ten (10) days of distributing the advertisement, as evidence of compliance with Term 11 of this Agreement.

17. On or before May 30, 2014, and May 30, 2015, and May 30, 2016, Respondents agree to provide tenant data of all occupants at all their rental units as of April 1, 2014, April 1, 2015 and April 1, 2016. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; (3) the number of minor children (under the age of 18) living at each apartment, as evidence of compliance with Term 13 of this Agreement.

18. Within 90 days of Respondents' receipt of a Closing Letter from the Commission, Respondents will send documentation to the Commission, verifying the number of persons (related and unrelated) who can sleep in each rental unit per the City's occupancy standards, as evidence of compliance with Term 14 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signatures on the Following Page (page 7)

Michael L. Myers, RESPONDENT

Date

Marsha L. Myers, RESPONDENT

Date

Myers Property Management, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION